

BESSEMER AND LAKE ERIE RAILROAD COMPANY

600 GRANT STREET • P. O. BOX 536 • PITTSBURGH, PENNSYLVANIA 15230

JOHN D. MORRISON
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AND SECRETARY

WILLIAM C. LEIPER
ASSISTANT GENERAL COUNSEL
ASSISTANT SECRETARY

MICHAEL T. REILLY
ATTORNEY
ASSISTANT SECRETARY

ROBERT N. GENTILE
ATTORNEY

May 22, 1980

MAY 27 1980

CERTIFIED MAIL

INTERSTATE COMMERCE COMMISSION

0-148A157

MAY 27 1980

10.00

CC Washington, D.C.

Ms. Agatha G. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation of Documents

Dear Ms. Mergenovich:

Pursuant to the provisions of 49 USC §11303 (formerly §20c of the Act), enclosed herewith for recordation by the Commission is an original and three executed counterparts of the following agreement:

Bill of Sale and Release of Security and Leasehold Interest, dated as of February 27, 1980, by Continental Illinois National Bank and Trust Company (Seller) and the Bessemer and Lake Erie Railroad Company (Buyer).

The above referenced instrument constitutes an amendment to an Equipment Lease Agreement, dated as of May 6, 1971, as amended, between Continental Illinois National Bank and Trust Company and Bessemer and Lake Erie Railroad Company which was recorded pursuant to §20c on August 26, 1971 and assigned Recordation No. 6208A.

The names and addresses of the parties to the Railroad Equipment Improvement Agreement are:

Continental Illinois National Bank
and Trust Company of Chicago
321 South LaSalle Street
Chicago, Illinois 60693

MAY 27 3 24 PM '80
FEDERAL DEPT. OF TRANSPORTATION
U.S. DEPT. OF TRANSPORTATION

Ms. Agatha G. Mergenovich

-2-

May 22, 1980

Bessemer and Lake Erie Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

The equipment covered by the Bill of Sale and Release of Security and Leasehold Interest consists of seventy-five (75) 77-ton open top hopper cars, which are more fully described in Exhibit A which is attached hereto.

Please return the original and two executed counterparts of the document submitted herewith, marked as to recordation information, to:

Michael T. Reilly, Esq.
Bessemer and Lake Erie Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

A money order in the amount of \$10.00 is enclosed to cover the required recordation fee.

Sincerely,

Michael T. Reilly
Michael T. Reilly

MTR/rja

EXHIBIT A

64003	64100	74048
64013	64105	74049
64015	64110	74050
64018	64113	74057
64026	64116	74058
64030	64117	74060
64034	64122	74045
64036	64130	64108
64038	64131	64001
64046	64136	74029
64047	74006	74023
64048	74008	64115
64054	74011	64129
64058	74012	74040
64059	74014	64032
64062	74021	64061
64066	74028	64039
64068	74030	64037
64069	74031	64107
64074	74032	64094
64076	74033	64064
64081	74034	64128
64084	74037	64071
64089	64050	64023
64097	74041	64029

Interstate Commerce Commission
Washington, D.C. 20423

6/2/80

OFFICE OF THE SECRETARY

Michael T. Reilly, Esq.
Bessemer And Lake Erie Railroad Co.
P.O.Box 536
Pittsburgh, Pennsylvania 15230

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/27/80 at 3:30pm, and assigned re-recordation number(s). 6206-D & 6208-E

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDED IN 6208-B
MAY 20 1980
INTERSTATE COMMERCE COMMISSION

BILL OF SALE
AND PARTIAL
RELEASE OF SECURITY AND LEASEHOLD INTEREST

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association having an office at 231 South LaSalle Street, Chicago, Illinois 60693 (the "Seller") in consideration of the sum of Two Hundred Sixty-Eight Thousand Two Hundred Nineteen Dollars and Fifty Cents (\$268,219.50) paid to it by BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation having an office at 600 Grant Street, Pittsburgh, Pennsylvania 15230 (the "Buyer") pursuant to the provisions of Paragraph 6 of a Lease Agreement dated as of May 6, 1971, as amended, between the Seller, as Lessor, and the Buyer, as Lessee, the receipt of which is hereby acknowledged, does hereby grant, bargain, transfer and deliver unto the Buyer, its successors and assigns, all of Seller's right, title to and interest in, and does hereby release and terminate all of its security interest and leasehold interest in, seventy-five (75) used 77-ton open top hopper cars (the "Cars") said Cars bearing the Buyer's identifying numbers shown on the statement attached hereto as Exhibit A and hereby made a part hereof.

Buyer has either examined the Cars as fully as it desired before delivery of this Bill of Sale or refused to examine the Cars after being asked to do so by the Seller;

and, in either case, the Buyer understands and agrees that, by accepting this Bill of Sale, it accepts the Cars described "as is", "with all faults" and assumes the entire risk as to the quality of said Cars.

TO HAVE AND TO HOLD said Cars unto said Buyer, its successors and assigns forever.

Seller hereby covenants with and represents and warrants to Buyer that as of the time and date hereof Seller has good right and authority to sell and transfer the Cars to Buyer hereunder, and that the Cars sold and delivered to Buyer hereunder are on this date free from any mortgages, liens, encumbrances, security interests or contractual rights and all other rights of third parties of every kind and description or any source or origin whatsoever suffered by or through Seller, except liens and encumbrances created by, through or under Buyer or which Buyer, as the Lessee under said Lease Agreement, has any obligation to discharge or satisfy.

THE CARS ARE SOLD AS IS WITH ALL FAULTS. EXCEPT AS LIMITED BY THE FOREGOING, NO WARRANTY OF ANY KIND HAS BEEN GIVEN BY SELLER IN RELATION TO THE CARS AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, WHETHER IN RELATION TO THE FITNESS OF THE CARS FOR ANY PARTICULAR PURPOSE, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE,


QUALITY OR CONDITION OF THE CARS AT THE DATE HEREOF OR AT ANY OTHER TIME ARE HEREBY WAIVED, EXCLUDED AND EXTINGUISHED.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its proper officers, thereunto duly authorized and its corporate seal affixed hereto, as of the 27th day of February, 1980.

Attest:

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO


Secretary

By 
Second Vice President

The Security Interest and Leasehold Interest being hereby released and terminated was recorded with the Interstate Commerce Commission on August 26, 1971 and bears ICC Recordation No. 6208A.

EXHIBIT A

Exhibit A to Bill of Sale dated as of February 27, 1980 by and between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and BESSEMER AND LAKE ERIE RAILROAD COMPANY, covering seventy-five (75) used 77-ton open top hopper cars numbered as follows:

64003	64100	74048
64013	64105	74049
64015	64110	74050
64018	64113	74057
64026	64116	74058
64030	64117	74060
64034	64122	74045
64036	64130	64108
64038	64131	64001
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64069	74031	64107
64074	74032	64094
64076	74033	64064
64081	74034	64128
64084	74037	64071
64089	64050	64023
64097	74041	64029

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 14 day of May, 1980, before me, a Notary Public within and for said County, personally appeared A. F. Didier, to me personally known, who, being by me duly sworn did say that he is the Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and A. F. Didier acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

MY COMMISSION EXPIRES DECEMBER 5, 1981